
SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: RFP-600594-09/BJC - Appraisals Services for Neighborhood Stabilization Program

DEPARTMENT: Administrative Services

DIVISION: Purchasing and Contracts

AUTHORIZED BY: Frank Raymond

CONTACT: Betsy Cohen

EXT: 7112

MOTION/RECOMMENDATION:

Award RFP-600594-09/BJC - Appraisals Services for Neighborhood Stabilization Program to On Time Appraisals, Inc., Oviedo; St. Johns Realty Co., Sanford; and Su Casa Appraisals, Inc., Altamonte Springs.

County-wide

Ray Hooper

BACKGROUND:

In September 2008, U.S. Department of Housing and Urban Development (HUD) notified Seminole County of its eligibility for additional Community Development Block Grant (CDBG) Program funding in the amount of \$7,019,514.00. The funding is an entitlement grant under the new Neighborhood Stabilization Program (NSP), which is designed to address the areas most affected by the high incidence of foreclosure. NSP funds will be used to acquire and rehabilitate foreclosed upon or abandoned residential properties and sell or rent them to income eligible households. All NSP funds must be fully committed (either spent or encumbered in purchase contracts or rehabilitation contracts) within 18 months of the funding. Funding was approved by HUD in March 2009. RFP-600594-09/BJC will provide for Appraisals Services companies to provide professional, residential appraisal services for up to one hundred (100) abandoned or vacant foreclosed upon residential properties. Appraisers will be responsible for assembling all professional experts necessary to complete the appraisal process including but not limited to determining the current market appraised value. The current market appraised value means the value of a foreclosed upon or abandoned property taking into account its current condition. Appraisal reports must be prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) and Seminole County requirements pursuant to current Florida law.

This project was publicly advertised and the County received eight (8) submittals in response to the solicitation. The Evaluation Committee which consisted of Becky Heckters, Community Services Department; Leo Luttig, Community Services Department; and Ricardo Soto-Lopez, Community Services Department evaluated the submittals. Consideration was given to qualifications, experience, approach, methodology, quality of work and fee schedule. Evaluations forms are included in the backup information.

Authorization for services under these Agreements shall be in the form of written Purchase Orders issued and executed by the County. The Agreement term is for three (3) years and may be renewed for two (2) successive periods not to exceed one (1) year each.

STAFF RECOMMENDATION:

Staff recommends that the Board to award RFP-600594-09/BJC - Appraisals Services for Neighborhood Stabilization Program to On Time Appraisals, Inc., Oviedo; St. Johns Realty Co., Sanford; and Su Casa Appraisals, Inc., Altamonte Springs.

ATTACHMENTS:

1. Tabulation sheet
2. Evaluation of Proposals
3. Evaluation of Proposals
4. Agreement
5. Agreement
6. Agreement

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

**B.C.C. - SEMINOLE COUNTY, FL
RFP TABULATION SHEET**

RFP NUMBER: RFP-600594-09/BJC

RFP TITLE: Appraisal Services for Neighborhood Stabilization Program

DUE DATE: February 18, 2009 at 2:00 P.M.

ALL RFP'S ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE CONSULTANTS LISTED HEREIN ARE THE ONLY RFP'S RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER RFP DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

Page 1 of 1

<p>American Acquisition Group, LLC 5600 Mariner Street, Suite 104 Tampa, Florida 33609</p> <p>(800) 954-0369 – Phone (813) 287-8272 – Fax D. Wade Brown</p> <p>\$1,000.00 per Residential Appraisal</p>	<p>Callaway & Price, Inc. 114 6th Avenue, Suite 3 Indialantic, Florida 32903</p> <p>(321) 726-0970 – Phone (321) 726-0384 – Fax Curtis Phillips, MAI</p> <p>\$350.00 per Residential Appraisal \$300.00 per Residential Appraisal (over 20)</p>	<p>Florida Realty Analysts, Inc. 499 N SR 434, Suite 1081 Altamonte Springs, Florida 32714</p> <p>(407) 862-7070 – Phone (407) 862-0122 – Fax Donald P. Oehlich, MAI</p> <p>\$425.00 per Residential Appraisal</p>	<p>JVI Appraisal Division, LLC ** 951 Market Promenade Avenue, Suite 2101 Lake Mary, Florida 32714</p> <p>(407) 531-5333 – Phone (407) 531-3334 – Fax Ron L. Johnson, MAI, FPA</p> <p>Cost per Residential Appraisal cannot be determined - Provided Hourly Rate.</p>
<p>On Time Appraisals, Inc. 2300 Orange Street Oviedo, Florida 32765</p> <p>(407) 971-8465 – Phone (407) 971-8466 – Fax Greg Gammage</p> <p>\$200.00 per Residential Appraisal</p>	<p>Pinel & Carpenter, Inc. 824 N Highland Avenue Orlando, Florida 32803</p> <p>(407) 648-2199 – Phone (407) 648-8901 – Fax Walter N. Carpenter</p> <p>\$250.00 per Residential Appraisal (Average) (excluding residential contractor services, if required)</p>	<p>St. Johns Realty Co. 120 North Park Avenue Sanford, Florida 32771</p> <p>(407) 322-6123 – Phone (407) 330-1330 – Fax A. Bart Peterson</p> <p>\$184.40 per Residential Appraisal</p>	<p>Su Casa Appraisals, Inc. 931 N SR 434, #1201-160 Altamonte Springs, Florida 32714</p> <p>(407) 788-6923 – Phone (407) 788-6893 – Fax Luisa Padilla</p> <p>\$199.00 per Residential Appraisal</p>
<p>The Appraisal Group of Central Florida, Inc. 378 Center Pointe Circle, Suite 1286 Altamonte Springs, Florida 32701</p> <p>(407) 539-1288 – Phone (407) 539-7004 – Fax Richard K. McMillan</p> <p>\$300.00 per Residential Appraisal</p>			

** Failure to submit the Price proposal in the required format. County unable to analyze cost and compare fee schedule.

EVALUATION CRITERIA. The following criteria will be used in the evaluation of the proposals:

- ❖ Firm/Staff Qualifications and References
- ❖ Technical Proposal/Methodology
- ❖ Fee Schedule

Tabulated by Betsy J. Cohen, Procurement Supervisor (Posted 2/18/2009 @ 4:00 P.M.)
Recommendation of Award: St. Johns Realty Co; Su Casa Appraisals, Inc.; On-Time Appraisals, Inc.
BCC Date: 4/14/2009 (Revised: 3/25/2009)

)

Evaluations

RFP-600594-09/BJC - Appraisal Services for Neighborhood Stabilization Program

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Are you willing to present a clear picture of the issues considered during the evaluation?
I have read and will comply with the above requirement:
:

Yes

Conflict of Interest Statement – Policies and Procedures address employee and elected official onlicts, ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends.
County policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above personal considerations. I state that I have considered my obligation to put the public interest above personal interest::

Yes

RESPONSE #1: AMERICAN ACQUISITION GROUP, LLC:

#1: Firm and Staff Qualifications and References (0 to 35 Points):

15

#1: Qualifications - Remarks:

Staff Qualifications - 10 (strong)
Similar Projects - 5 (FDOT, Eminent Domain, Vacant Residential
Timely Delivery - 0 (no mention)

#1: Technical Proposal and Methodology (0 to 30 Points):

10

#1: Technical proposal and Methodology - Remarks:

Approach - 5 (the methodology did not appear to be applicable to our needs, even though they are a technically sound group).
Understanding - 5 (Did not demonstrate understanding of what needs to be accomplished).

#1: Fee Schedule:

6.454

#1: Fee Schedule - Remarks:

Price per unit was the highest. Did not provide an hourly fee schedule.

#1 Total:

31.454

RESPONSE #2: CALLAWAY & PRICE, INC.:

#2: Firm and Staff Qualifications and References (0 to 35 Points):

15

#2: Qualifications - Remarks:

Staff Qualifications - 10 (strong)
Similar Projects - 5 (Right-of-Way, easements, some multi-family)
Timely Delivery - 0 (no mention)

#2: Technical Proposal and Methodology (0 to 30 Points):

12

#2: Technical proposal and Methodology - Remarks:

Approach - 7 (although they have a defined approach, it appears to not be as applicable to our needs)
Understanding - 5 (very capable organization, but did not demonstrate an understanding of the Program needs)

#2: Fee Schedule:

21.51

#2: Fee Schedule - Remarks:

Did provide a discount for more than 20 units. Did not provide an hourly fee schedule

#2 Total:

48.51

RESPONSE #3: FLORIDA REALTY ANALYSTS, INC.:

#3: Firm and Staff Qualifications and References (0 to 35 Points):

17

#3: Qualifications - Remarks:

Staff Qualifications - 8 (smaller staff, but FHA residential experience)
Similar Projects - 6 (strong residential, but limited in Public Sector)

#3: Technical Proposal and Methodology (0 to 30 Points):

15

#3: Technical proposal and Methodology - Remarks:

Approach - 15 (good, sound approach to residential appraisal)
Understanding - 7 (a little better understanding, access to MLS a plus)

#3: Fee Schedule:

15.19

#3: Fee Schedule - Remarks:
Provided unit price, as well as hourly fee schedule

#3 Total:
47.19

RESPONSE #4: ON TIME APPRAISALS, INC.:

#4: Firm and Staff Qualifications and References (0 to 35 Points):
18

#4: Qualifications - Remarks:
Staff Qualifications - 8 (few appraisers, but strong in FHA residential)
Similar Projects - 7 (not Public Sector, but very strong in residential appraisals)
Timely Delivery - 3 (mentioned quick turnaround, but did not specify timeframe)

#4: Technical Proposal and Methodology (0 to 30 Points):
28

#4: Technical proposal and Methodology - Remarks:
Approach - 18 (Good, sound approach to market, as-is, and subject-to values)
Understanding - 10 (Strong understanding in their proposal to the Program and requirements)

#4: Fee Schedule:
32.27

#4: Fee Schedule - Remarks:
Very good price per unit, but no hourly fee schedule

#4 Total:
78.27

RESPONSE #5: PINEL & CARPENTER, INC.:

#5: Firm and Staff Qualifications and References (0 to 35 Points):
18

#5: Qualifications - Remarks:
Staff Qualifications - 9 (Principles and Residential)
Similar Projects - 6 (some single family, very strong in road improvement activities).
Timely Delivery - 3 (on time delivery, but did not specify)

#5: Technical Proposal and Methodology (0 to 30 Points):
21

#5: Technical proposal and Methodology - Remarks:
Approach - 13 (sound approach to residential appraisal needs)
Understanding - 8 (an OK understanding of the Program and requirements).

#5: Fee Schedule:
25.82

#5: Fee Schedule - Remarks:
Provided an "average" unit fee and an hourly fee schedule

#5 Total:
64.82

RESPONSE #6: ST. JOHNS REALTY CO.:

#6: Firm and Staff Qualifications and Reference (0 to 35 Points):
32

#6: Qualifications - Remarks:
Staff Qualifications - 7 (only two, but strong residential experience).
Similar Projects - 12 (HUD experience in similar project, strong in single-family and multi-family appraisals).
Timely Delivery - 13 (provided 2-3 day delivery after site inspection).

#6: Technical Proposal and Methodology (0 to 30 Points):
25

#6: Technical Proposal and Methodology - Remarks:
Approach - 15 (good, sound approach to residential appraisal needs and good utilization of MLS).
Understanding - 10 (full concept and experience of acquisition/rehab/resale or rent. Understands the need for rent schedules, as-is and where-is condition, and eligible households)

#6: Fee Schedule:
35

#6: Fee Schedule - Remarks:
Lowest price, but no hourly fee schedule

#6: Total:
92

RESPONSE #7: SU CASA APPRAISALS, INC.:

#7: Firm and Staff Qualifications and References (0 to 35 Points):
30

#7: Qualifications - Remarks:
Staff Qualifications - 7 (few in numbers, but strong residential)
Similar Projects - 10 (no Public Sector, but very strong in residential appraisals).
Timely Delivery - 13 (72 hour turnaround)

#7: Technical Proposal and Methodology (0 to 30 Points):

25

#7: Technical Proposal and Methodology - Remarks:

Approach - 15 (very strong in their approach to program requirements).
Understanding - 10 (strong understanding of our need of current market and condition values)

#7: Fee Schedule:

32.43

#7: Fee Schedule - Remarks:

Good unit fee, but no hourly fee schedule

#7: Total:

87.43

RESPONSE #8: THE APPRAISAL GROUP OF CENTRAL FL:

#8: Firm and Staff Qualifications and References (0 to 35 Points):

16

#8: Qualifications - Remarks:

Staff Qualifications - 7 (good)
Similar Projects - 9 (good single-family, multi-family, but FDOT and eminent domain are stronger areas)
Timely Delivery - 0 (no mention)

#8: Technical Proposal and Methodology (0 to 30 Points):

24

#8: Technical Proposal and Methodology - Remarks:

Approach - 15 (good approach to program needs and requirements)
Understanding - 9 (strong understanding of the program and its parameters)

#8: Fee Schedule:

21.51

#8: Fee Schedule - Remarks:

Provided unit price, but did not provide hourly fee schedule

#8: Total:

61.51

Created at 2/24/2009 4:44 PM by [Heckters, Becky](#)
Last modified at 2/24/2009 4:44 PM by [Heckters, Becky](#)

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 Are you willing to present a clear picture of the issues considered during the evaluation?
 I have read and will comply with the above requirement:
 :

Yes
 Conflict of Interest Statement – Policies and Procedures address employee and elected official onlicts, ss. 112.313, Fl. Stat.; Seminole County Code; Personnel Policies and Procedures of Seminole County. Conflicts may occur when public officials or employees are in a position to make decisions which affect their private gain or the gain of family members and friends. County policy encourages the disclosure process to remind officials or mployees of their obligation to put the public interest above personal considerations. I state that I have considered my obligation to put the public interest above personal interest::

Yes
 RESPONSE #1: AMERICAN ACQUISITION GROUP, LLC:

#1: Firm and Staff Qualifications and References (0 to 35 Points):
 30
 #1: Qualifications - Remarks:
 Well qualified staff. "Similiar Projects" mostly involved appraisals of adjoining parcels for large transportation or construction projects. No current appraisal assignments at this time.

#1: Technical Proposal and Methodology (0 to 30 Points):
 20
 #1: Technical proposal and Methodology - Remarks:
 Basic understanding. No mention was made the means to be used to account for the current condition of the property in determining a property's value

#1: Fee Schedule:
 6.454
 #1: Fee Schedule - Remarks:
 Highest per unit cost.

#1 Total:
 56.454

RESPONSE #2: CALLAWAY & PRICE, INC.:

#2: Firm and Staff Qualifications and References (0 to 35 Points):
 30
 #2: Qualifications - Remarks:
 Well qualified staff. "Similiar Projects" mostly involved condemnation appraisals of adjoining parcels for large transportation or construction projects. Services will be provided out of the Melbourne office. No indication that the firm does not have the capacity to deliver timely appraisals.

#2: Technical Proposal and Methodology (0 to 30 Points):
 23
 #2: Technical proposal and Methodology - Remarks:
 Good understanding. It appears that steps will be taken to consider the physical condition of the property in determining its value

#2: Fee Schedule:
 21.51
 #2: Fee Schedule - Remarks:
 \$350 per unit for single orders. \$300 per unit for a multiple order of 20 or more units.

#2 Total:
 74.51

RESPONSE #3: FLORIDA REALTY ANALYSTS, INC.:

#3: Firm and Staff Qualifications and References (0 to 35 Points):
 32
 #3: Qualifications - Remarks:
 Well qualified staff. "Similiar Projects" mostly involved condemnation appraisals of adjoining parcels for large transportation or construction projects. Prepared over 1,000 residential appraisals in past 4 years. Services will be provided out of the Altamonte Springs office. No indication that the firm does not have the capacity to deliver timely appraisals.

#3: Technical Proposal and Methodology (0 to 30 Points):
 25
 #3: Technical proposal and Methodology - Remarks:
 Good understanding. Has access capability to MLS listed properties. It appears that steps will be taken to consider the physical condition of the property in determining its value. Report will contain information related to the physical condition of the comparable properties at the time of sale.

#3: Fee Schedule:
 15.19
 #3: Fee Schedule - Remarks:
 \$425 per unit

#3 Total:
72.19

RESPONSE #4: ON TIME APPRAISALS, INC.:

#4: Firm and Staff Qualifications and References (0 to 35 Points):
25

#4: Qualifications - Remarks:
Qualified staff. Experience mostly involved appraisals of single family homes. No current appraisal projects at this time.

#4: Technical Proposal and Methodology (0 to 30 Points):
23

#4: Technical proposal and Methodology - Remarks:
Good understanding. It appears that steps will be taken to consider the physical condition of the property in determining its value (as-is value).

#4: Fee Schedule:
32.27

#4: Fee Schedule - Remarks:
\$200 per unit

#4 Total:
80.27

RESPONSE #5: PINEL & CARPENTER, INC.:

#5: Firm and Staff Qualifications and References (0 to 35 Points):
30

#5: Qualifications - Remarks:
Well qualified staff. "Similiar Projects" mostly involved appraisals of adjoining parcels for large transportation or construction projects. Services will be provided out of the Orlando office. They indicated that they have the capacity to take on additional work.

#5: Technical Proposal and Methodology (0 to 30 Points):
25

#5: Technical proposal and Methodology - Remarks:
Good understanding. It appears that steps will be taken to consider the physical condition of the property in determining its value. Can provide repair cost estimates for an additional cost.

#5: Fee Schedule:
25.82

#5: Fee Schedule - Remarks:
\$250 average unit cost.

#5 Total:
80.82

RESPONSE #6: ST. JOHNS REALTY CO.:

#6: Firm and Staff Qualifications and Reference (0 to 35 Points):
20

#6: Qualifications - Remarks:
Qualified staff. Only one licensed appraiser and one appraiser trainee on staff. Experience mostly involved appraisals of single family homes. Services will be provided from the Sanford office. Current appraisal workload is below average. Appraisals can be delivered 2-3 business days after initial site inspection.

#6: Technical Proposal and Methodology (0 to 30 Points):
25

#6: Technical Proposal and Methodology - Remarks:
Good understanding. It appears that steps will be taken to consider the physical condition of the property in determining its value.

#6: Fee Schedule:
35

#6: Fee Schedule - Remarks:
\$184.40 unit cost

#6: Total:
80

RESPONSE #7: SU CASA APPRAISALS, INC.:

#7: Firm and Staff Qualifications and References (0 to 35 Points):
22

#7: Qualifications - Remarks:
Qualified staff. Only two licensed appraisers on staff. Experience mostly involved appraisals of single family homes. Services will be provided from the Altamonte Springs office. Current appraisal workload is realtively light. Appraisals can be delivered 72 hours from the acceptance of a job.

#7: Technical Proposal and Methodology (0 to 30 Points):
20

#7: Technical Proposal and Methodology - Remarks:
Basic understanding. Passing mention was made concerning including the current condition of the property in determining a property's value

#7: Fee Schedule:
32.43

#7: Fee Schedule - Remarks:
\$199 per unit cost.

#7: Total:

74.43

RESPONSE #8: THE APPRAISAL GROUP OF CENTRAL FL:

#8: Firm and Staff Qualifications and References (0 to 35 Points):

30

#8: Qualifications - Remarks:

Well qualified staff. "Similiar Projects" involved appraisals of 55 single family residential properties or adjoining parcels for large transportation or construction projects. Services will be provided from the Altamonte Springs office. 2 minor appraisal projects in-work at this time.

#8: Technical Proposal and Methodology (0 to 30 Points):

15

#8: Technical Proposal and Methodology - Remarks:

Basic understanding. No mention was made the means to be used to account for the current condition of the property in determining a property's value. Sub-consultant services, at an additional cost, may be required to assist the appraiser in providing a market value opinion on a property.

#8: Fee Schedule:

21.51

#8: Fee Schedule - Remarks:

\$300 per unit cost. additional fees may be required if subconsultant is required to arrive at an appraised vlue.

#8: Total:

66.51

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Last modified at 2/24/2009 12:40 PM by [Luttig, Leo](#)

Evaluations

RFP-600594-09/BJC - Appraisal Services for Neighborhood Stabilization Program

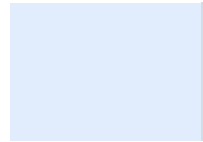
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Yes
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Yes
 RESPONSE #1: AMERICAN ACQUISITION GROUP, LLC:
 #1: Firm and Staff Qualifications and References (0 to 35 Points):
 30
 #1: Qualifications - Remarks:
 #1: Technical Proposal and Methodology (0 to 30 Points):
 25
 #1: Technical proposal and Methodology - Remarks:
 #1: Fee Schedule:
 0
 #1: Fee Schedule - Remarks:
 Highest cost. no turn around time provided and no hourly rate listed.
 #1 Total:
 55
 RESPONSE #2: CALLAWAY & PRICE, INC.:
 #2: Firm and Staff Qualifications and References (0 to 35 Points):
 30
 #2: Qualifications - Remarks:
 #2: Technical Proposal and Methodology (0 to 30 Points):
 30
 #2: Technical proposal and Methodology - Remarks:
 #2: Fee Schedule:
 10
 #2: Fee Schedule - Remarks:
 No turn around time or hourly rate provided.
 #2 Total:
 70
 RESPONSE #3: FLORIDA REALTY ANALYSTS, INC.:
 #3: Firm and Staff Qualifications and References (0 to 35 Points):
 30
 #3: Qualifications - Remarks:
 #3: Technical Proposal and Methodology (0 to 30 Points):
 30
 #3: Technical proposal and Methodology - Remarks:
 Lock box access to properties on MLS list.
 #3: Fee Schedule:
 5
 #3: Fee Schedule - Remarks:
 Provided hourly rate.
 #3 Total:
 65
 RESPONSE #4: ON TIME APPRAISALS, INC.:
 #4: Firm and Staff Qualifications and References (0 to 35 Points):
 25
 #4: Qualifications - Remarks:
 #4: Technical Proposal and Methodology (0 to 30 Points):

30
#4: Technical proposal and Methodology - Remarks:
#4: Fee Schedule:
20
#4: Fee Schedule - Remarks:
No hourly rate and turn around time provided.
#4 Total:
75
RESPONSE #5: PINEL & CARPENTER, INC.:
#5: Firm and Staff Qualifications and References (0 to 35 Points):
25
#5: Qualifications - Remarks:
#5: Technical Proposal and Methodology (0 to 30 Points):
30
#5: Technical proposal and Methodology - Remarks:
#5: Fee Schedule:
15
#5: Fee Schedule - Remarks:
No turn around time provided.
#5 Total:
70
RESPONSE #6: ST. JOHNS REALTY CO.:
#6: Firm and Staff Qualifications and Reference (0 to 35 Points):
25
#6: Qualifications - Remarks:
Capacity a possible issue.
#6: Technical Proposal and Methodology (0 to 30 Points):
30
#6: Technical Proposal and Methodology - Remarks:
#6: Fee Schedule:
30
#6: Fee Schedule - Remarks:
Turn around time 2-3 days. No hourly rate provided
#6: Total:
85
RESPONSE #7: SU CASA APPRAISALS, INC.:
#7: Firm and Staff Qualifications and References (0 to 35 Points):
25
#7: Qualifications - Remarks:
#7: Technical Proposal and Methodology (0 to 30 Points):
30
#7: Technical Proposal and Methodology - Remarks:
#7: Fee Schedule:
25
#7: Fee Schedule - Remarks:
No hourly rate. 72 hour turn around time.
#7: Total:
80
RESPONSE #8: THE APPRAISAL GROUP OF CENTRAL FL:
#8: Firm and Staff Qualifications and References (0 to 35 Points):
30
#8: Qualifications - Remarks:
#8: Technical Proposal and Methodology (0 to 30 Points):
30
#8: Technical Proposal and Methodology - Remarks:
#8: Fee Schedule:
10
#8: Fee Schedule - Remarks:
No turn around time or hourly rate provided.
#8: Total:
70



Created at 2/25/2009 9:41 AM by [Cahill, Michelle](#)
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Evaluations

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Yes

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County policy encourages the disclosure process to remind officials or employees of their obligation to put the public interest above personal considerations. I state that I have considered my obligation to put the public interest above personal interest::

Yes

RESPONSE #1: AMERICAN ACQUISITION GROUP, LLC:

#1: Firm and Staff Qualifications and References (0 to 35 Points):

25

#1: Qualifications - Remarks:

Very diverse credentials for the work they do.

#1: Technical Proposal and Methodology (0 to 30 Points):

25

#1: Technical proposal and Methodology - Remarks:

Expertise lies in right of way acquisition

#1: Fee Schedule:

6.454

#1: Fee Schedule - Remarks:

Seems too high for this type of public project

#1 Total:

56.454

RESPONSE #2: CALLAWAY & PRICE, INC.:

#2: Firm and Staff Qualifications and References (0 to 35 Points):

30

#2: Qualifications - Remarks:

Well established firm.

#2: Technical Proposal and Methodology (0 to 30 Points):

30

#2: Technical proposal and Methodology - Remarks:

Described very well.

#2: Fee Schedule:

21.51

#2: Fee Schedule - Remarks:

Very reasoable for a public project.

#2 Total:

81.51

RESPONSE #3: FLORIDA REALTY ANALYSTS, INC.:

#3: Firm and Staff Qualifications and References (0 to 35 Points):

30

#3: Qualifications - Remarks:

Well established local firm.

#3: Technical Proposal and Methodology (0 to 30 Points):

30

#3: Technical proposal and Methodology - Remarks:

Well described lots of leg work.

#3: Fee Schedule:

15.19

#3: Fee Schedule - Remarks:

Seem reasonable.

#3 Total:

75.19

RESPONSE #4: ON TIME APPRAISALS, INC.:

#4: Firm and Staff Qualifications and References (0 to 35 Points):

20

#4: Qualifications - Remarks:

Seem somewhat short on experience.

#4: Technical Proposal and Methodology (0 to 30 Points):

20

#4: Technical proposal and Methodology - Remarks:

Definitely short on public sector experience.

#4: Fee Schedule:

32.27

#4: Fee Schedule - Remarks:

Very reasonable for a public project.

#4 Total:

72.27

RESPONSE #5: PINEL & CARPENTER, INC.:

#5: Firm and Staff Qualifications and References (0 to 35 Points):

30

#5: Qualifications - Remarks:

Seems like a solid fim and very much like that it is a local firm

#5: Technical Proposal and Methodology (0 to 30 Points):

30

#5: Technical proposal and Methodology - Remarks:

They definitely know what they are doing.

#5: Fee Schedule:

25.82

#5: Fee Schedule - Remarks:

If I understad the fee schedule correctly,it is very reasonable, although the number of units may/may not reach 100.

#5 Total:

85.82

RESPONSE #6: ST. JOHNS REALTY CO.:

#6: Firm and Staff Qualifications and Reference (0 to 35 Points):

35

#6: Qualifications - Remarks:

Very experienced local firm

#6: Technical Proposal and Methodology (0 to 30 Points):

25

#6: Technical Proposal and Methodology - Remarks:

Well documented.

#6: Fee Schedule:

35

#6: Fee Schedule - Remarks:

Very reasonable.

#6: Total:

95

RESPONSE #7: SU CASA APPRAISALS, INC.:

#7: Firm and Staff Qualifications and References (0 to 35 Points):

25

#7: Qualifications - Remarks:

Short on public sector experience, but strong showing on overall experience for such a young local firm.

#7: Technical Proposal and Methodology (0 to 30 Points):

25

#7: Technical Proposal and Methodology - Remarks:

I like that they use advanced computer soft ware in their work which providedes for the monitoring of progress.

#7: Fee Schedule:

32.43

#7: Fee Schedule - Remarks:

Very reasonable.

#7: Total:

82.43

RESPONSE #8: THE APPRAISAL GROUP OF CENTRAL FL:

#8: Firm and Staff Qualifications and References (0 to 35 Points):

35

#8: Qualifications - Remarks:

Shows lots of public sector experience.

#8: Technical Proposal and Methodology (0 to 30 Points):
25
#8: Technical Proposal and Methodology - Remarks:
Decription seemed a bit short on methods.
#8: Fee Schedule:
21.51
#8: Fee Schedule - Remarks:
Seems reasonable.
#8: Total:
81.51

Created at 3/4/2009 12:24 PM by [Soto-Lopez, Ricardo](#)
Last modified at 3/4/2009 12:24 PM by [Soto-Lopez, Ricardo](#)

RFP-600594-09/BJC - Appraisal Services for Neighborhood Stabilization Program

	American Acquisition Group	Callaway & Price, Inc.	Florida Realty Analysts, Inc.	On Time Appraisals, Inc.	Pinel & Carpenter, Inc.	St. Johns Realty Co.	Su Casa Appraisals, Inc.	The Appraisal Group of Central Florida
Luttig, Leo	56.454	74.51	72.19	80.27	80.82	80	74.43	66.51
Heckters, Becky	31.454	48.51	47.19	78.27	64.82	92	87.43	61.51
Cahill, Michelle	55	70	65	75	70	85	80	70
Soto-Lopez, Ricardo	56.454	81.51	75.19	72.27	85.82	95	82.43	81.51
TOTAL SCORE	199.362	274.53	259.57	305.81	301.46	352	324.29	279.53
RANKING	8	6	7	3	4	1	2	5

**TERM CONTRACT FOR APPRAISAL SERVICES FOR FHA PROJECTS
(RFP-600594-09/BJC) (B)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **SU CASA APPRAISALS, INC.**, duly authorized to conduct business in the State of Florida, whose address is 931 N. State Road 434, Suite 1201-160, Altamonte Springs, Florida 32714, hereinafter called "CONSULTANT", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified consultant to provide appraisal services for FHA projects for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, CONSULTANT is competent and qualified to provide appraisal services for FHA projects and desires to provide services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONSULTANT agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONSULTANT to furnish services as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. CONSULTANT shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required services shall be specifically enumerated, described, and depicted in the Purchase Orders authorizing specific services. This Agreement standing alone does not authorize services or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run until the Scope of Services is completed or for three (3) years, whichever comes first. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services authorized by the Purchase Order. The first three (3) months of the initial term shall be considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONSULTANT.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for provision of services by CONSULTANT under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY and signed by CONSULTANT. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services required and shall state the dates for performance of services and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONSULTANT will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be provided by CONSULTANT shall be performed, as specified in such Purchase Orders as may be issued hereunder, within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement the amount of ONE HUNDRED NINETY-NINE AND 00/100 DOLLARS (\$199.00) per residential appraisal.

SECTION 6. PAYMENT AND BILLING.

(a) CONSULTANT shall supply all services required by the Purchase Order, but in no event shall CONSULTANT be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONSULTANT may invoice the amount due based on the percentage of total Purchase Order services actually provided; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by COUNTY to CONSULTANT when requested as services are furnished but not more than once monthly. Each Purchase Order shall be invoiced separately. At the close of each calendar month, CONSULTANT shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services therein, the name and address of CONSULTANT, Purchase Order Number, Contract Number, and any other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Community Services
534 West Lake Mary Blvd.
Sanford, Florida 32773

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONSULTANT.

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory performance of services required hereunder and upon acceptance of the services by COUNTY, CONSULTANT may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. COUNTY shall pay CONSULTANT within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONSULTANT and COUNTY subsequent to the close of the final fiscal period in which the last services are provided. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in subsection (b) of this Section, and the total compensation so determined shall be used to calculate final payment to CONSULTANT. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such services available at CONSULTANT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 8. RESPONSIBILITIES OF CONSULTANT. Neither COUNTY'S review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. CONSULTANT shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONSULTANT's negligent or wrongful provision of any of the services furnished under this Agreement.

SECTION 9. TERMINATION.

(a) COUNTY may, by written notice to CONSULTANT terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for COUNTY'S convenience or because of the failure of CONSULTANT to fulfill its Agreement obligations. Upon receipt of such notice, CONSULTANT shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSULTANT shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSULTANT shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however,

that CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without any fault or negligence of CONSULTANT.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.


SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay

or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13. CONFLICT OF INTEREST.

(a) CONSULTANT agrees that  it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONSULTANT agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONSULTANT causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONTRACTORS. In the event that CONSULTANT, during the course of the work under this Agreement, requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, CONSULTANT must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 16. INDEMNIFICATION OF COUNTY. CONSULTANT agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by CONSULTANT.

SECTION 17. INSURANCE.

(a) GENERAL. CONSULTANT shall, at its own cost, procure the insurance required under this Section.

(1) Prior to commencement of work pursuant to this Agreement, CONSULTANT shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY and its officials, officers, and employees shall be named additional insured under the Commercial General Liability Policy. The Certificate of Insurance shall provide that COUNTY shall be

given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, CONSULTANT will at the option of COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONSULTANT shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONSULTANT shall relieve CONSULTANT of its full responsibility for performance of any obligation including CONSULTANT indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of

Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida.

Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONSULTANT shall, as soon as CONSULTANT has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY CONSULTANT shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONSULTANT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to

the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONSULTANT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONSULTANT and its subcontractors are outlined in subsection (c) below.

In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$100,000.00	(Each Accident)
\$100,000.00	(Disease-Policy Limit)
\$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG

00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$300,000.00
Each Occurrence Limit	\$300,000.00

(3) Business Auto Policy.

(A) CONSULTANT'S insurance shall cover CONSULTANT for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned, and hired autos.

(B) The minimum limits to be maintained by CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident, combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONSULTANT shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONSULTANT shall be a minimum of three (3) times the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily	\$300,000.00
Injury and Property Damage	
Liability Combined	

(d) COVERAGE. The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of CONSULTANT.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve CONSULTANT, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of CONSULTANT to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

SECTION 18. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the

dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary services that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONSULTANT had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation

SECTION 19. REPRESENTATIVES OF COUNTY AND CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONSULTANT, will designate and advise CONSULTANT in writing of one or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) CONSULTANT shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of and bind CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 21. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONSULTANT (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONSULTANT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 23. EMPLOYEE STATUS. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY'S officers and employees either by operation of law or by COUNTY.

SECTION 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONSULTANT not specifically provided for herein shall be

honored by COUNTY.

SECTION 25. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the services created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

SECTION 27. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

Community Services
534 West Lake Mary Blvd.
Sanford, Florida 32773

For CONSULTANT:

Su Casa Appraisals, Inc.
931 North State Road 434, Suite 1201-160
Altamonte Springs, Florida 32714

SECTION 28. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

SU CASA APPRAISALS, INC.

ANTONIO PADILLA, Secretary

(CORPORATE SEAL)

By: _____
LUIA PADILLA, President

Date: _____

ATTEST:



BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order

AEC/sjs
3/19/09
P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\RFP-600594-09 - Su Casa Appraisals.doc

EXHIBIT A SCOPE OF SERVICES

Consultant shall provide professional, residential appraisal services for up to one hundred (100) abandoned or vacant foreclosed upon residential properties. Appraisers will be responsible for assembling all professional experts necessary to complete the appraisal process including but not limited to determining the current market appraised value. The current market appraised value means the value of a foreclosed upon or abandoned property taking into account its current condition. Appraisal reports must be prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) and Seminole County requirements pursuant to current Florida law.

Exhibit B
Board of County Commissioners
Seminole County, Florida
ORDER

ORDER NUMBER:

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE
MUST REFERENCE THIS PURCHASE ORDER NUMBER.


FLORIDA SALES: 69-11-033995-53C
FEDERAL SALES/USE: 69-74-0018K

Page 1

ORDER TYPE: OP
REVISION: 01
REVISED BY:
ANALYST:
VENDOR NUMBER:

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:
FISCAL SERVICES DEPARTMENT - PURCHASING AND
CONTRACTS DIVISION
1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
SANFORD FLORIDA 32771
PHONE: (407) 665-7116 / FAX: (407) 665-7956

DELIVERY

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
<div data-bbox="393 1222 1042 1585"><p>SEMINOLE COUNTY FLORIDA'S NATURAL CHOICE</p></div>					
TOTAL AMOUNT					

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:
CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772-0869
Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE
for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

**TERM CONTRACT FOR APPRAISAL SERVICES FOR FHA PROJECTS
(RFP-600594-09/BJC) (C)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **ON-TIME APPRAISALS, INC.**, duly authorized to conduct business in the State of Florida, whose address is 2300 Orange Street, Oviedo, Florida 32765, hereinafter called "CONSULTANT", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified consultant to provide appraisal services for FHA projects for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, CONSULTANT is competent and qualified to provide appraisal services for FHA projects and desires to provide services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONSULTANT agree as follows:

SECTION 1. SERVICES. COUNTY does hereby retain CONSULTANT to furnish services as further described in the Scope of Services attached hereto as Exhibit A and made a part hereof. CONSULTANT shall also be bound by all requirements as contained in the solicitation package and all addenda thereto. Required services shall be specifically enumerated, described, and depicted in the Purchase Orders authorizing specific services. This Agreement standing alone does not authorize services or require COUNTY to place any orders for work.

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run until the Scope of Services is completed or for three (3) years, whichever comes first. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services authorized by the Purchase Order. The first three (3) months of the initial term shall be considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONSULTANT.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for provision of services by CONSULTANT under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY and signed by CONSULTANT. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services required and shall state the dates for performance of services and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONSULTANT will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be provided by CONSULTANT shall be performed, as specified in such Purchase Orders as may be issued hereunder, within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement the amount of TWO HUNDRED AND 00/100 DOLLARS (\$200.00) per residential appraisal.

SECTION 6. PAYMENT AND BILLING.

(a) CONSULTANT shall supply all services required by the Purchase Order, but in no event shall CONSULTANT be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONSULTANT may invoice the amount due based on the percentage of total Purchase Order services actually provided; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by COUNTY to CONSULTANT when requested as services are furnished but not more than once monthly. Each Purchase Order shall be invoiced separately. At the close of each calendar month, CONSULTANT shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services therein, the name and address of CONSULTANT, Purchase Order Number, Contract Number, and any other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Community Services
534 West Lake Mary Blvd.
Sanford, Florida 32773

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONSULTANT.

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory performance of services required hereunder and upon acceptance of the services by COUNTY, CONSULTANT may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. COUNTY shall pay CONSULTANT within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONSULTANT and COUNTY subsequent to the close of the final fiscal period in which the last services are provided. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in subsection (b) of this Section, and the total compensation so determined shall be used to calculate final payment to CONSULTANT. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such services available at CONSULTANT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 8. RESPONSIBILITIES OF CONSULTANT. Neither COUNTY'S review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. CONSULTANT shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONSULTANT's negligent or wrongful provision of any of the services furnished under this Agreement.

SECTION 9. TERMINATION.

(a) COUNTY may, by written notice to CONSULTANT terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for COUNTY'S convenience or because of the failure of CONSULTANT to fulfill its Agreement obligations. Upon receipt of such notice, CONSULTANT shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSULTANT shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSULTANT shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however,

that CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without any fault or negligence of CONSULTANT.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.


SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay

or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13. CONFLICT OF INTEREST.

(a) CONSULTANT agrees that  it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONSULTANT agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONSULTANT causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONTRACTORS. In the event that CONSULTANT, during the course of the work under this Agreement, requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, CONSULTANT must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 16. INDEMNIFICATION OF COUNTY. CONSULTANT agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by CONSULTANT.

SECTION 17. INSURANCE.

(a) GENERAL. CONSULTANT shall, at its own cost, procure the insurance required under this Section.

(1) Prior to commencement of work pursuant to this Agreement, CONSULTANT shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY and its officials, officers, and employees shall be named additional insured under the Commercial General Liability Policy. The Certificate of Insurance shall provide that COUNTY shall be

given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, CONSULTANT will at the option of COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONSULTANT shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONSULTANT shall relieve CONSULTANT of its full responsibility for performance of any obligation including CONSULTANT indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of

Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida.

Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONSULTANT shall, as soon as CONSULTANT has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY CONSULTANT shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONSULTANT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to

the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONSULTANT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONSULTANT and its subcontractors are outlined in subsection (c) below.

In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$100,000.00	(Each Accident)
\$100,000.00	(Disease-Policy Limit)
\$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG

00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$300,000.00
Each Occurrence Limit	\$300,000.00

(3) Business Auto Policy.

(A) CONSULTANT'S insurance shall cover CONSULTANT for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned, and hired autos.

(B) The minimum limits to be maintained by CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident, combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONSULTANT shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONSULTANT shall be a minimum of three (3) times the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily	\$300,000.00
Injury and Property Damage	
Liability Combined	

(d) COVERAGE. The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of CONSULTANT.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve CONSULTANT, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of CONSULTANT to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

SECTION 18. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the

dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary services that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONSULTANT had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation

SECTION 19. REPRESENTATIVES OF COUNTY AND CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONSULTANT, will designate and advise CONSULTANT in writing of one or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) CONSULTANT shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of and bind CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 21. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONSULTANT (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONSULTANT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 23. EMPLOYEE STATUS. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY'S officers and employees either by operation of law or by COUNTY.

SECTION 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONSULTANT not specifically provided for herein shall be

honored by COUNTY.

SECTION 25. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the services created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

SECTION 27. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

Community Services
534 West Lake Mary Blvd.
Sanford, Florida 32773

For CONSULTANT:

On-Time Appraisals, Inc.
2300 Orange Street
Oviedo, Florida 32765

SECTION 28. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ATTEST:

ON-TIME APPRAISALS, INC.

, Secretary

(CORPORATE SEAL)

By: _____
GREGORY D. GAMMAGE, President

Date: _____

ATTEST:



BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BOB DALLARI, Chairman

Date: _____

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order

AEC/sjs
3/19/09
P:\Users\Legal Secretary CSB\Purchasing 2009\Agreements\RFP-600594-09 - On-Time Appraisals.doc

EXHIBIT A SCOPE OF SERVICES

Consultant shall provide professional, residential appraisal services for up to one hundred (100) abandoned or vacant foreclosed upon residential properties. Appraisers will be responsible for assembling all professional experts necessary to complete the appraisal process including but not limited to determining the current market appraised value. The current market appraised value means the value of a foreclosed upon or abandoned property taking into account its current condition. Appraisal reports must be prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) and Seminole County requirements pursuant to current Florida law.

Exhibit B
Board of County Commissioners
Seminole County, Florida
ORDER

Page 1

FLORIDA SALES: 69-11-033995-63C
FEDERAL SALES/USE: 59-74-0013K

ORDER NUMBER:

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE
MUST REFERENCE THIS PURCHASE ORDER NUMBER.

ORDER TYPE

OP

REVISION DATE

REQ. NUMBER

ANALYST

VENDOR NUMBER

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:

FISCAL SERVICES DEPARTMENT - PURCHASING AND
CONTRACTS DIVISION
1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
SANFORD FLORIDA 32771
PHONE: (407) 665-7118 / FAX: (407) 665-7966

DELIVERY

REV.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDING
<div data-bbox="375 1241 1029 1604"><p>SEMINOLE COUNTY FLORIDA'S NATURAL CHOICE</p></div>					
TOTAL AMOUNT					

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:

CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772-0869

Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE

for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

**TERM CONTRACT FOR APPRAISAL SERVICES FOR FHA PROJECTS
(RFP-600594-09/BJC) (A)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **ST. JOHNS REALTY CO.**, duly authorized to conduct business in the State of Florida, whose address is 120 North Park Avenue, Sanford, Florida 32771, hereinafter called "CONSULTANT", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called "COUNTY".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified consultant to provide appraisal services for FHA projects for Seminole County; and

WHEREAS, COUNTY has requested and received expressions of interest for the retention of services of consultants; and

WHEREAS, CONSULTANT is competent and qualified to provide appraisal services for FHA projects and desires to provide services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, COUNTY and CONSULTANT agree as follows:

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SECTION 2. TERM. This Agreement shall take effect on the date of its execution by COUNTY and shall run until the Scope of Services is completed or for three (3) years, whichever comes first. At the sole option of COUNTY, this Agreement may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services authorized by the Purchase Order. The first three (3) months of the initial term shall be considered probationary. During the probationary period, COUNTY may immediately terminate this Agreement at any time, with or without cause, upon written notice to CONSULTANT.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for provision of services by CONSULTANT under this Agreement shall be in the form of written Purchase Orders issued and executed by COUNTY and signed by CONSULTANT. A sample Purchase Order is attached hereto as Exhibit B. Each Purchase Order shall describe the services required and shall state the dates for performance of services and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. COUNTY makes no covenant or promise as to the number of available Purchase Orders or that CONSULTANT will perform any Purchase Order for COUNTY during the life of this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

SECTION 4. TIME FOR COMPLETION. The services to be provided by CONSULTANT shall be performed, as specified in such Purchase Orders as may be issued hereunder, within the time specified therein.

SECTION 5. COMPENSATION. COUNTY agrees to compensate CONSULTANT for the professional services called for under this Agreement the amount of ONE HUNDRED EIGHTY-FOUR AND 40/100 DOLLARS (\$184.40) per residential appraisal.

SECTION 6. PAYMENT AND BILLING.

(a) CONSULTANT shall supply all services required by the Purchase Order, but in no event shall CONSULTANT be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a Fixed Fee basis, CONSULTANT may invoice the amount due based on the percentage of total Purchase Order services actually provided; but in no event shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by COUNTY to CONSULTANT when requested as services are furnished but not more than once monthly. Each Purchase Order shall be invoiced separately. At the close of each calendar month, CONSULTANT shall render to COUNTY an itemized invoice, properly dated, describing any services provided, the cost of the services therein, the name and address of CONSULTANT, Purchase Order Number, Contract Number, and any other information required by this Agreement.

The original invoice and one (1) copy shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

Two (2) copies of the invoice shall be sent to:

Community Services
534 West Lake Mary Blvd.
Sanford, Florida 32773

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from CONSULTANT.

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory performance of services required hereunder and upon acceptance of the services by COUNTY, CONSULTANT may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement less any amount already paid by COUNTY. COUNTY shall pay CONSULTANT within thirty (30) days of receipt of proper invoice.

(b) COUNTY may perform or have performed an audit of the records of CONSULTANT after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONSULTANT and COUNTY subsequent to the close of the final fiscal period in which the last services are provided. Total compensation to CONSULTANT may be determined subsequent to an audit as provided for in subsection (b) of this Section, and the total compensation so determined shall be used to calculate final payment to CONSULTANT. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) CONSULTANT agrees to maintain all books, documents, papers, accounting records, and other evidence pertaining to services provided under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such services available at CONSULTANT's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment but within the period provided in paragraph (c) of this Section reveals any overpayment by COUNTY under the terms of the Agreement, CONSULTANT shall refund such overpayment to COUNTY within thirty (30) days of notice by COUNTY.

SECTION 8. RESPONSIBILITIES OF CONSULTANT. Neither COUNTY'S review, approval, or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. CONSULTANT shall be and always remain liable to COUNTY in accordance with applicable law for any and all damages to COUNTY caused by CONSULTANT's negligent or wrongful provision of any of the services furnished under this Agreement.

SECTION 9. TERMINATION.

(a) COUNTY may, by written notice to CONSULTANT terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for COUNTY'S convenience or because of the failure of CONSULTANT to fulfill its Agreement obligations. Upon receipt of such notice, CONSULTANT shall immediately discontinue all services affected, unless the notice directs otherwise, and deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and services of whatever type or nature as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, CONSULTANT shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of CONSULTANT to fulfill its Agreement obligations, COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, CONSULTANT shall be liable to COUNTY for all reasonable additional costs occasioned to COUNTY thereby. CONSULTANT shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of CONSULTANT; provided, however,

that CONSULTANT shall be responsible and liable for the actions of its subcontractors, agents, employees, and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of COUNTY in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without any fault or negligence of CONSULTANT.

(d) If after notice of termination for failure to fulfill its Agreement obligations it is determined that CONSULTANT had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.


SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, this Agreement shall prevail.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. CONSULTANT agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay

or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. NO CONTINGENT FEES. CONSULTANT warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13. CONFLICT OF INTEREST.

(a) CONSULTANT agrees that  it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation, or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY.

(b) CONSULTANT agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONSULTANT causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, COUNTY shall have the right to terminate this Agreement.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered under any circumstances by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONTRACTORS. In the event that CONSULTANT, during the course of the work under this Agreement, requires the services of subcontractors or other professional associates in connection with services covered by this Agreement, CONSULTANT must first secure the prior express written approval of COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONSULTANT shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 16. INDEMNIFICATION OF COUNTY. CONSULTANT agrees to hold harmless and indemnify COUNTY and its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages, arising from, allegedly arising from, or related to the provision of services hereunder by CONSULTANT.

SECTION 17. INSURANCE.

(a) GENERAL. CONSULTANT shall, at its own cost, procure the insurance required under this Section.

(1) Prior to commencement of work pursuant to this Agreement, CONSULTANT shall furnish COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). COUNTY and its officials, officers, and employees shall be named additional insured under the Commercial General Liability Policy. The Certificate of Insurance shall provide that COUNTY shall be

given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by CONSULTANT, CONSULTANT shall provide COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, CONSULTANT will at the option of COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by COUNTY, CONSULTANT shall, within thirty (30) days after receipt of the request, provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by COUNTY nor failure to disapprove the insurance furnished by CONSULTANT shall relieve CONSULTANT of its full responsibility for performance of any obligation including CONSULTANT indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of

Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida.

Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 624.4621, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, shall have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: (i) lose its Certificate of Authority, (ii) no longer comply with Section 624.4621, Florida Statutes, or (iii) fail to maintain the requisite Best's Rating and Financial Size Category, CONSULTANT shall, as soon as CONSULTANT has knowledge of any such circumstance, immediately notify COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to COUNTY CONSULTANT shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of CONSULTANT, CONSULTANT shall, at its sole expense, procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by CONSULTANT and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to

the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT for liability which would be covered by the latest edition of the standard Workers' Compensation Policy as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. CONSULTANT will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both CONSULTANT and its subcontractors are outlined in subsection (c) below.

In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act, and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$100,000.00	(Each Accident)
\$100,000.00	(Disease-Policy Limit)
\$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) CONSULTANT's insurance shall cover CONSULTANT for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG

00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$300,000.00
Each Occurrence Limit	\$300,000.00

(3) Business Auto Policy.

(A) CONSULTANT'S insurance shall cover CONSULTANT for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned, and hired autos.

(B) The minimum limits to be maintained by CONSULTANT (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per-accident, combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, CONSULTANT shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by CONSULTANT shall be a minimum of three (3) times the per-accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$300,000.00

(d) COVERAGE. The insurance provided by CONSULTANT pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by COUNTY or COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of CONSULTANT.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve CONSULTANT, its employees, or its agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of CONSULTANT to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

SECTION 18. DISPUTE RESOLUTION.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY dispute resolution procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement within the

dispute resolution procedures set forth in Section 8.1539, "Contract Claims," Seminole County Administrative Code.

(b) CONSULTANT agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary services that were not presented for consideration in COUNTY dispute resolution procedures set forth in subsection (a) above of which CONSULTANT had knowledge and failed to present during COUNTY dispute resolution procedures.

(c) In the event that COUNTY dispute resolution procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation

SECTION 19. REPRESENTATIVES OF COUNTY AND CONSULTANT.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. COUNTY, upon request by CONSULTANT, will designate and advise CONSULTANT in writing of one or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information, and interpret and define COUNTY'S policy and decisions pertinent to the work covered by this Agreement.

(b) CONSULTANT shall at all times during the normal work week designate or appoint one or more representatives who are authorized to act on behalf of and bind CONSULTANT regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually and effectively advised of such designation.

SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 21. MODIFICATIONS, AMENDMENTS, OR ALTERATIONS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting CONSULTANT (including its officers, employees, and agents) as an agent, representative, or employee of COUNTY for any purpose, or in any manner, whatsoever. CONSULTANT is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 23. EMPLOYEE STATUS. Persons employed by CONSULTANT in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service, or other employee rights or privileges granted to COUNTY'S officers and employees either by operation of law or by COUNTY.

SECTION 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by CONSULTANT not specifically provided for herein shall be

honored by COUNTY.

SECTION 25. PUBLIC RECORDS LAW. CONSULTANT acknowledges COUNTY'S obligations under Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONSULTANT acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution, and Chapter 119, Florida Statutes, in the handling of the services created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, CONSULTANT shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement and shall entitle COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to CONSULTANT.

SECTION 27. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For COUNTY:

Community Services
534 West Lake Mary Blvd.
Sanford, Florida 32773

For CONSULTANT:

St. Johns Realty Co.
120 North Park Avenue
Sanford, Florida 32771

SECTION 28. RIGHTS AT LAW RETAINED. The rights and remedies of COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by COUNTY.

ST. JOHNS REALTY CO.

Witness

Print Name

Witness

Print Name

By: _____

A. BART PETERSON, Owner
Sole Proprietor

Date: _____

ATTEST:



BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____

BOB DALLARI, Chairman

Date: _____

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

County Attorney

Attachments:

- Exhibit A - Scope of Services
- Exhibit B - Sample Purchase Order

AEC/sjs
3/19/09

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EXHIBIT A SCOPE OF SERVICES

Consultant shall provide professional, residential appraisal services for up to one hundred (100) abandoned or vacant foreclosed upon residential properties. Appraisers will be responsible for assembling all professional experts necessary to complete the appraisal process including but not limited to determining the current market appraised value. The current market appraised value means the value of a foreclosed upon or abandoned property taking into account its current condition. Appraisal reports must be prepared in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP) and Seminole County requirements pursuant to current Florida law.

Exhibit B
Board of County Commissioners
Seminole County, Florida
ORDER

Page 1

FLORIDA SALES: 69-11-033995-53C
FEDERAL SALES/USE: 59-74-0013K

ORDER NUMBER:

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE
MUST REFERENCE THIS PURCHASE ORDER NUMBER.

ORDER TYPE

OP

REVISION DATE

REQ. NUMBER

ANALYST

VENDOR NUMBER

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:

FISCAL SERVICES DEPARTMENT - PURCHASING AND
CONTRACTS DIVISION
1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
SANFORD FLORIDA 32771
PHONE: (407) 665-7116 / FAX: (407) 665-7956

DELIVERY



QUANTITY

TOTAL AMOUNT

THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:

CLERK - B.C.C. FINANCE DIVISION
POST OFFICE BOX 8080
SANFORD, FL 32772-0869

Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING AND CONTRACTS DIVISION - AUTHORIZED SIGNATURE

for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS